

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

OCLC, Inc.,

Plaintiff,

v.

Baker & Taylor, LLC and Bridgeall  
Libraries, Ltd.,

Defendants.

Case No. 2:25-cv-309

Judge: Edmund A. Sargus

Magistrate: Elizabeth Preston Deavers

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**DEFENDANT BRIDGEALL LIBRARIES, LTD.'S REPLY TO PLAINTIFF OCLC,  
INC.'S OPPOSITION TO MOTION TO DISMISS**

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**I. BRIDGEALL JOINS BAKER & TAYLOR’S REPLY**

OCLC asserts the same claims for: (1) tortious interference with contractual relationships (Count I); (2) tortious interference with prospective business relationships (Count II); and (3) unjust enrichment (Count IV) that it asserted against Baker & Taylor against Bridgeall Libraries, Ltd. as well. In fact, with respect to these claims, the Complaint does not distinguish between Baker & Taylor and Bridgeall and refers to them collectively as “Defendants.” (Compl. ¶¶ 130-41, 148-54, ECF 1 at PageID 24-27.) Accordingly, the arguments in Baker & Taylor’s Reply apply equally to Bridgeall. As such, Bridgeall adopts the arguments in Baker & Taylor’s Reply in their entirety and incorporates them into this Reply as if fully set forth herein.

**II. THE CLAIMS AGAINST BRIDGEALL ADDITIONALLY FAIL BECAUSE BRIDGEALL IS NOT A PARTY TO THE COLLECTIONHQ AGREEMENT**

As Bridgeall explained in its Motion, OCLC’s claim against Bridgeall additionally fails because, as the Complaint makes clear, it is not a signatory to the collectionHQ agreement. (Compl. Ex. D, ECF 1–4 at PageID 49.) The theory underlying OCLC’s claims for tortious interference and unjust enrichment is that Baker & Taylor built BTCat built with “WorldCat records” based on a “contractual backdoor to obtain WorldCat records” in its collectionHQ agreements. (Compl. ¶ 14, 148-54, ECF 1 at PageID 3.) In other words, OCLC contends that the collectionHQ contract is the vehicle through which tortious interference and unjust enrichment took place. In that regard, Baker & Taylor entered into these collectionHQ agreements—not Bridgeall. It is of no consequence that collectionHQ may have been a Bridgeall service.

**III. CONCLUSION**

For these reasons and the reasons set forth in Bridgeall’s Motion, the Court should grant Bridgeall’s Motion and dismiss Counts I, II, and IV against Bridgeall.

Respectfully submitted,

/s/ Derek P. Hartman

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**CERTIFICATE OF SERVICE**

On July 1, 2025, this document was filed electronically with the Clerk of the United States District Court for the Southern District of Ohio, Eastern Division, which will electronically serve a copy of the foregoing on all counsel of record for all parties.

/s/ Derek P. Hartman

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*One of the Attorneys for Defendant Baker & Taylor, LLC*